

# Exhibit 1

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KING COUNTY  
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CASE #: 23-2-05382-6 SEA

SUPERIOR COURT FOR THE STATE OF WASHINGTON  
FOR THE COUNTY OF KING

JOEL HODGELL,

Plaintiff,

v.

ANDERSEN CORPORATION, a foreign  
corporation; and RENEWAL BY ANDERSEN,  
LLC, a foreign limited liability corporation,

Defendants.

Case No.

**COMPLAINT FOR DAMAGES AND  
INJUNCTIVE RELIEF**

COMES NOW the Plaintiff, Joel Hodgell, by and through his attorneys of record, Gregory W. Albert and Tallman H. Trask of Albert Law PLLC, and hereby alleges the following against Andersen Corporation and Renewal by Andersen, LLC.

**I. INTRODUCTION**

1. This action is a consumer protection action brought to recover damages for Defendants' persistent per se violations of the Consumer Protection Act ("CPA"), RCW 19.86 et seq. Defendants' violations of the Consumer Protection Act are a result of Defendants'

1 violations of the Commercial Electronic Mail Act (“CEMA”), RCW 19.190 et seq.

2 2. Defendants initiated or assisted in the transmission of over one-hundred misleading  
3 and unsolicited bulk commercial email solicitations. These misleading and unpermitted email  
4 messages were sent to email addresses held by Plaintiff Joel Hodgell, a Washington resident.

5

6 **II. PARTIES**

7 3. Joel Hodgell is the Plaintiff in this case. At all relevant times, Mr. Hodgell was a  
8 resident of King County and a citizen of the United States.

9 4. Andersen Corporation (“Andersen”) is a Defendant in this case. Andersen is a  
10 foreign corporation with its headquarters in Bayport, Minnesota. Andersen manufactures  
11 windows and doors. Andersen markets its products nationwide, including in Washington.  
12 Andersen conducts business in Washington by, in part, by initiating the transmission, conspiring  
13 to initiate the transmission, or assisting in the transmission of bulk commercial emails to  
14 Washington residents.

15 5. Renewal by Andersen, LLC (“Renewal”) is a defendant in this case. Renewal is a  
16 foreign corporation authorized to do business in Washington. Renewal is headquartered in  
17 Bayport, Minnesota. On information and belief, Renewal is a subsidiary of Andersen. Renewal  
18 is Andersen’s window replacement subsidiary and replaces existing windows with Andersen  
19 windows through a network of dealers and installers. Renewal conducts business in Washington  
20 by, in part, by initiating the transmission, conspiring to initiate the transmission, or assisting in  
21 the transmission of bulk commercial emails to Washington residents.

22

23 **III. JURISDICTION AND VENUE**

24 6. The Legislature has conferred jurisdiction over this action and similar actions to  
25 this Court. Jurisdiction is proper under RCW 19.86.090, RCW 19.86.160, and RCW  
26 19.190.090.

7. The violations alleged in this complaint have occurred in whole or in part in King County and venue is proper in this Court.

## IV. FACTS

8. From June 8, 2019 through the present Defendants have initiated transmission, conspired to initiate transmission, or assisted in the transmission of unsolicited, unpermitted, or misleading commercial electronic mail messages, otherwise known as “spam.”

9. The spam email messages Defendants caused to be sent misrepresented or obscured information about the point of origin and transmission path of the spam email. The messages used false or dishonest “from:” lines or obscured information in “from:” lines. The “from:” lines identify the address, person, or organization from which the email originated. Email recipients use the “from:” line to determine the sender of the email. The spam emails received by Mr. Hodgell often used falsified “from:” lines. These falsified “from:” lines indicated the email originated from a nonexistent email address or domain name or otherwise obscured information about the sender. By obscuring the information in the “from:” lines, Defendants made it unreasonably difficult or impossible to discover the actual sender of the spam email. One of the spam messages received by Mr. Hodgell, for example, used the “from:” line “Discount Windows.” The message was, in fact, a commercial solicitation for Renewal’s services.

10. The spam email messages Defendants caused to be sent used false or misleading information in the subject line. The subject line provides recipients with information about the content or subject of an email message. Email recipients use the subject line to determine the nature of the message they have received. One of the spam messages Mr. Hodgell received, for example, used the subject line “ ALERT:  CHECK OUT Your Account [email address]   PAYOUT VERIFICATION  <img alt="money bag icon" data-bbox="438 598 458 618”/>.” The email message further purported to be a \$150,000 payment to Mr. Hodgell’s retirement account. The email was, in fact, a commercial

1 solicitation for Renewal's services.

2 11. Defendants used third-party domain names without the permission of the third  
3 party. Defendants did so in both the header content of spam messages and within the content of  
4 spam messages.

5 12. The spam email messages Defendants caused to be sent were not messages "to  
6 which an interactive computer service provider has attached an advertisement in exchange for  
7 free use of an electronic mail account, when the sender has agreed to such an arrangement."  
8 Rather, they were spam messages sent because Defendants caused them to be sent.

9 13. Defendants' actions caused spam emails to be sent to email addresses belonging to  
10 Mr. Hodgell, a Washington resident.

11 14. Defendants knew or had reason to know that Mr. Hodgell is a Washington resident.  
12 Mr. Hodgell uses email addresses which describe his residency. Mr. Hodgell directly responded  
13 to spam messages informing Defendants of his residency. Defendants continued to cause spam  
14 email messages to be sent to Mr. Hodgell even after he directly contacted them and informed  
15 them of his residency.

16  
17 **V. LEGAL ALLEGATIONS**

18 **COUNT ONE**

19 **VIOLATION OF CONSUMER PROTECTION ACT, RCW 19.86 et seq.**

20 15. Plaintiff realleges and incorporates by reference the allegations set forth in  
21 paragraphs 8 through 14.

22 16. Defendants violated the Commercial Electronic Mail Act, RCW 19.190 et seq., by  
23 initiating the transmission, conspiring to initiate the transmission, or assisting in the  
24 transmission of commercial electronic mail messages which misrepresented or obscured  
25 information identifying the point of origin those messages.

26 17. Defendants violated the Commercial Electronic Mail Act, RCW 19.190 et seq., by

1 using third-party domain names within the header information of spam emails and within the  
2 content of spam emails.

3 18. Defendants violated the Commercial Electronic Mail Act, RCW 19.190 et seq., by  
4 initiating the transmission, conspiring to initiate the transmission, or assisting in the  
5 transmission of commercial electronic mail messages with false or misleading information in  
6 the subject line.

7 19. Violations of the Commercial Electronic Mail Act, RCW 19.190 et seq., are  
8 violations of the Consumer Protection Act, RCW 19.86 et seq.

9 20. Violations of the Commercial Electronic Mail Act, RCW 19.190 et seq., are per se  
10 unfair and deceptive acts for purposes of Consumer Protection Act claims.

11 21. Defendants' commercial solicitations occurred in trade or commerce.

12 22. Violations of the Commercial Electronic Mail Act, RCW 19.190 et seq., are per se  
13 matters vitally affecting the public interest for purposes of Consumer Protection Act claims.

14 23. Violations of the Commercial Electronic Mail Act, RCW 19.190 et seq., establish  
15 the injury element of a Consumer Protection Act claim as a matter of law.

16 24. Violations of the Commercial Electronic Mail Act, RCW 19.190 et seq., establish  
17 the causation element of a Consumer Protection Act claim as a matter of law.

18  
19 **VI. DAMAGES AND PRAYER FOR RELIEF**

20 WHEREFORE, Plaintiff prays for judgment against the Defendants as follows:

21 25. For judgment against the Defendants on all counts;

22 26. That the Court adjudge that each individual commercial electronic message  
23 Defendants caused to be sent was a separate and distinct violation of the Commercial Electronic  
24 Mail Act, RCW 19.190 et seq.;

25 27. For statutory liquidated damages as provided by RCW 19.190.040;

- 1 28. For treble damages as permitted by RCW 19.86.090;
- 2 29. For civil penalties under RCW 19.86.140;
- 3 30. For a permanent injunction, under RCW 19.86.090, prohibiting future and
- 4 continuing violations of the Commercial Electronic Mail Act, RCW 19.190 et seq., by
- 5 Defendants;
- 6 31. For an award of attorney fees and other costs incurred during this action and/or to
- 7 the fullest extent allowed by law or equity;
- 8 32. For prejudgment and post-judgment interests to the maximum allowable rate; and
- 9 33. For such other relief as this Court deems just and equitable.

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14 DATED March 24, 2023  
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16

17 By: 

18 ALBERT LAW PLLC  
19 Gregory W. Albert, WSBA #42673  
20 Tallman H. Trask, WSBA #60280  
21 3131 Western Ave, Suite 410  
22 Seattle, WA 98121  
23 Telephone: (206) 576-8044  
24 E-mail: greg@albertlawpllc.com  
25 tallman@albertlawpllc.com  
26 *Attorneys for Plaintiffs*

SUPERIOR COURT IN THE STATE OF WASHINGTON  
FOR THE COUNTY OF KING

JOEL HODGELL,

No.

Plaintiff,

## SUMMONS [60 DAYS]

V.

ANDERSEN CORPORATION, a foreign corporation; and RENEWAL BY ANDERSEN, LLC, a foreign limited liability corporation,

[CR 4(B)(2)]

## Defendants.

TO: Andersen Corporation

A lawsuit has been started against you in the above-titled Court by Plaintiff Joel Hodgell. Plaintiffs' claim is stated in the written Complaint, a copy of which is served upon you with this Summons.

In order to defend against this lawsuit, you must respond to the Complaint by stating your defense in writing, and by serving a copy upon the person signing this Summons within twenty

1 (20) days after the service of this Summons, excluding the day of service or a default judgment  
2 may be entered against you without notice. If you are served with this summons outside the  
3 State of Washington, in order to defendant against this lawsuit, you must respond to the  
4 Complaint by stating your defense in writing and serving a copy on the undersigned person  
5 within sixty days (60) after service. A default judgment is one in which Plaintiff is entitled to  
6 what he asks for because you have not responded. If you serve a Notice of Appearance on the  
7 undersigned person, you are entitled to notice before a default judgment may be entered.

8 You may demand that Plaintiff file this lawsuit with the Court. If you do so, the demand  
9 must be in writing and must be served upon the person signing this Summons. Within fourteen  
10 (14) days after you serve the demand, Plaintiff must file this lawsuit with the court, or the service  
11 on you of this Summons and Complaint will be void.

12 If you wish to seek the advice of an attorney in this matter, you should do so promptly so  
13 that your written response, if any, may be served on time.

14 This Summons is pursuant to Rule 4 of the Superior Court Civil Rules of the State of  
15 Washington.

16  
17 DATED March 24, 2023

18  
19 By: 

20  
21 Gregory W. Albert, WSBA 42673  
22 Tallman H. Trask, WSBA 60280  
23 ALBERT LAW PLLC  
24 3131 Western Ave, Suite 410  
25 Seattle, WA 98121  
26 (206) 576-8044  
27 greg@albertlawllc.com  
tallman@albertlawllc.com  
*Attorneys for Plaintiffs*

**SUPERIOR COURT IN THE STATE OF WASHINGTON  
FOR THE COUNTY OF KING**

JOEL HODGELL,

No.

Plaintiff,

## **SUMMONS [20 DAYS]**

V.

ANDERSEN CORPORATION, a foreign corporation; and RENEWAL BY ANDERSEN, LLC, a foreign limited liability corporation,

[CR 4(B)(2)]

## Defendants.

TO: Renewal by Andersen, LLC

A lawsuit has been started against you in the above-titled Court by Plaintiff Joel Hodgell. Plaintiffs' claim is stated in the written Complaint, a copy of which is served upon you with this Summons.

In order to defend against this lawsuit, you must respond to the Complaint by stating your defense in writing, and by serving a copy upon the person signing this Summons within twenty

1 (20) days after the service of this Summons, excluding the day of service or a default judgment  
2 may be entered against you without notice. If you are served with this summons outside the  
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